

General Terms and Conditions of

ad modum GmbH Agentur für Kommunikation, Karl-Marx-Straße 73, 14482 Potsdam

ad modum GmbH Agentur für Live-Marketing, Karl-Marx-Straße 73, 14482 Potsdam

ad modum GmbH Agency for strategic brand development, Karl-Marx-Straße 73, 14482 Potsdam

§ 1 Scope of application

We fulfil the orders placed with us exclusively on the basis of the following regulations. Deviating regulations the express written confirmation of our agency. Insofar as no provisions are contained below, the statutory provisions of the German Civil Code shall apply.

The GTC shall also apply to all future business relationships, even if they are not expressly agreed again.

§ 2 Offers

Prices quoted in general literature such as brochures, adverts etc. are subject to change and non-binding. However, we shall be bound by offers prepared specifically for the for 14 days from receipt by the client.

§ 3 Prices

I. Unless otherwise agreed, prices are quoted in euros. Unless shown separately, the prices do not include VAT.

II. Unless expressly stated otherwise, the agreed prices do not include costs for packaging, freight, postage, insurance and other expenses and shipping costs.

§ 4 Payments

I. The payment amounts from our invoices are due for payment immediately.

II. Payments can be made by bank transfer or collected by SEPA direct debit. Cheques or bills of exchange are only accepted on account of performance.

III. If the client defaults on due payments in whole or in or if cheques or bills of exchange accepted on account of performance are protested, we shall be entitled to demand advance payments for future services and at the same time to immediate payment of all outstanding invoices. If the client fails to make payment in response, we shall be entitled to suspend any work progress.

§ 5 Deliveries and services

I. Delivery periods and delivery dates are only binding if they have been agreed in writing. Furthermore, we shall only be in default if the customer has duly fulfilled all obligations to co-operate may apply to it (e.g. procurement of documents, approvals, acceptances, provision of information, preparation or confirmation of performance or specifications).

II. If we are in default with our services, we must first be granted a reasonable grace period. fruitless expiry of the grace period, the client is entitled to withdraw from the . However, the amount of the damage caused by the delay is limited to the value of the order.

III. The delivery period shall be extended in the event of unforeseen events which are beyond our control which have a significant influence on the delivery of the object of performance (in particular force majeure). In this case, the delivery period shall be extended in accordance with the duration of the . We shall inform the customer immediately of the beginning and end of such hindrances.

IV. The agency undertakes to perform the agreed services conscientiously and professionally.

V. However, the quality of the results achieved can depend on various factors over which the agency only limited influence, such as algorithms on social media platforms.

VI. The agency is authorised to use third parties to provide the services.

§ 6 Acceptance

If neither of the contracting parties insists on a formal acceptance of our services, the service owed by us under the contract shall, in case of doubt, be deemed to have been accepted upon utilisation of the service by the contracting party.

§ 7 Cancellation

The cancellation periods are set out in the individual contract offer. Cancellations must be made in writing.

§ 8 Retention of title

I. We reserve title to the delivery items until the goods delivered by us have been paid for in full. Likewise, in case of doubt, rights of use to the copyrights arising in our favour shall not be transferred to the customer until the order has been paid in full.

II. In the event of behaviour in breach of contract on the part of the contractual partner, in in the event of default in payment, we shall be entitled to demand the return of the goods delivered by us after an unsuccessful reminder. The contractual partner shall be obliged to surrender the goods in full.

§ 9 Warranty

I. The contractual partner must inspect the work and services delivered by us immediately upon receipt, but in any case before further processing, and must report any defects immediately upon discovery. Failure to inspect or report defects immediately shall not give rise to any warranty claims against us.

II. In the event of justified complaints, we shall be obliged to rectify the defect and/or make a replacement delivery at our discretion. However, the contractual partner expressly reserves the right to demand a reduction of the remuneration (reduction in the event of delayed, omitted or unsuccessful or replacement delivery).

§ 10 Liability

I. We shall only be liable for damages caused by wilful intent or gross negligence on our part. However, in the event of a breach of essential cardinal obligations of the and insofar as the fulfilment of the purpose of the contract is jeopardised, such as in the absence of warranted characteristics, we shall also be liable in the event of normal negligence.

II. The same principles of liability apply to the liability of our employees, who in this respect are our vicarious agents.

III. We are not liable for the legal or competition law admissibility of advertising statements or the accuracy of the content our advertising work. this respect, the obligation to provide legal advice rests with the contractual partner. If the contractual partner expressly legal advice or a legal examination by us, this must be agreed separately.

IV. We guarantee that we will duly provide the copyright utilisation rights agreed with the contractual partner. However, if the contractual partner provides us with images, texts or other documents for the purpose of processing order, we can on the fact that all necessary rights of use are in this respect. In this respect, we are under no special obligation to check or inform. In this case, any claims for damages shall be borne solely by the contractual partner, at least in the internal relationship.

§ 11 Secrecy

The agency undertakes to maintain the confidentiality of all information and data transmitted within the scope of the co-operation.

§ 12 Data protection

I. The agency processes personal data in accordance with the statutory provisions.

II. Further information can be in the privacy policy.

§ 13 Offsetting and right of retention

The contractual partner may only declare offsetting against our payment claims with undisputed or legally established . The assertion of a right of retention is limited in the same way.

§ 14 Copyrights

I. Every creation and/or design order placed with us is also a copyright contract aimed at granting rights of use to the work.

II. In case of doubt, none of our designs and services may be modified without express consent. Any imitation - even of parts - is not permitted.

III. We transfer to the contractual partner the rights of use required for the respective contractual purpose. Unless otherwise agreed, the simple right of use shall be transferred in each case. The transfer of the right of use to third parties requires a written agreement.

IV. In principle, we are entitled to be named by the contractual partner as the author of the advertising, provided that this does not conflict with any interests of the contractual partner.

§ 15 Final provisions

I. If the contractual partner is a merchant or has no general place of jurisdiction in Germany, the place of fulfilment and jurisdiction shall be Potsdam (registered office of our agency). This also applies cheque, exchange and documentary proceedings. The contractual relationship shall be governed by law. UN sales law is excluded.

II. Should individual provisions of these General Terms and Conditions be or become invalid, this shall not affect the validity of the remaining provisions.

Status: February 2025